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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

Scott Johnson,

Plaintiff,

v.

Dirito Real Estate, LLC, a
California Limited Liability
Company;
Autocom Energy, LLC, a
California Limited Liability
Company; and Does 1-10,

Defendants.

Case No.

**Complaint For Damages And
Injunctive Relief For** Violations
Of: American's With Disabilities
Act; Unruh Civil Rights Act

Plaintiff Scott Johnson complains of Defendants Dirito Real Estate, LLC; Autocom Energy, LLC; and Does 1-10 ("Defendants"), and alleges as follows:

PARTIES:

1. Plaintiff is a California resident with physical disabilities. Plaintiff is a level C-5 quadriplegic. He cannot walk and also has significant manual dexterity impairments. He uses a wheelchair for mobility and has a specially equipped van.

1 2. In March 2015, Dirito Real Estate, LLC was the real property owner of
2 the building/parcel located at or about 1840 N. Main St. Walnut Creek,
3 California, where Autocom Nissan, (hereinafter referred to as “Nissan”) was
4 located.

5 3. In October 2015, Dirito Real Estate, LLC was the real property owner
6 of the building/parcel located at or about 1840 N. Main St. Walnut Creek,
7 California.

8 4. In November 2015, Dirito Real Estate, LLC was the real property owner
9 of the building/parcel located at or about 1840 N. Main St. Walnut Creek,
10 California.

11 5. In December 2015, Dirito Real Estate, LLC was the real property owner
12 of the building/parcel located at or about 1840 N. Main St. Walnut Creek,
13 California.

14 6. Currently, Defendant Dirito Real Estate, LLC is the real property owner
15 of the building/parcel located at or about 1840 N. Main St. Walnut Creek,
16 California.

17 7. In March 2015, Defendant Autocom Energy, LLC was the business
18 owner of Nissan.

19 8. In October 2015, Defendant Autocom Energy, LLC was the business
20 owner of Nissan.

21 9. In November 2015, Defendant Autocom Energy, LLC was the business
22 owner of Nissan.

23 10. In December 2015, Defendant Autocom Energy, LLC was the business
24 owner of Nissan.

25 11. Currently, Defendant Autocom Energy, LLC is the business owner of
26 Nissan.

27 12. Plaintiff does not know the true names of Defendants, their business
28 capacities, their ownership connection to the property and business, or their

1 relative responsibilities in causing the access violations herein complained of,
2 and alleges a joint venture and common enterprise by all such Defendants.
3 Plaintiff is informed and believes that each of the Defendants herein,
4 including Does 1 through 10, inclusive, is responsible in some capacity for the
5 events herein alleged, or is a necessary party for obtaining appropriate relief.
6 Plaintiff will seek leave to amend when the true names, capacities,
7 connections, and responsibilities of the Defendants and Does 1 through 10,
8 inclusive, are ascertained.

9
10 **JURISDICTION & VENUE:**

11 13. The Court has subject matter jurisdiction over the action pursuant to 28
12 U.S.C. § 1331 and § 1343(a)(3) & (a)(4) for violations of the Americans with
13 Disabilities Act of 1990, 42 U.S.C. § 12101, et seq.

14 14. Pursuant to supplemental jurisdiction, an attendant and related cause
15 of action, arising from the same nucleus of operative facts and arising out of
16 the same transactions, is also brought under California's Unruh Civil Rights
17 Act, which act expressly incorporates the Americans with Disabilities Act.

18 15. Venue is proper in this court pursuant to 28 U.S.C. § 1391(b) and is
19 founded on the fact that the real property which is the subject of this action is
20 located in this district and that Plaintiff's cause of action arose in this district.

21
22 **FACTUAL ALLEGATIONS:**

23 16. Nissan is a facility open to the public, a place of public accommodation,
24 and a business establishment.

25 17. Parking spaces are one of the facilities, privileges and advantages
26 offered by Defendants to patrons of Nissan.

27 18. Unfortunately, the parking lot serving Nissan is not accessible to
28 persons with disabilities.

1 19. Although in March 2015, Nissan offered parking marked and reserved
2 for person with disabilities, Defendants failed to maintain the parking spaces
3 in compliance with the Americans with Disabilities Act Accessibility
4 Guidelines (ADAAG).

5 20. In March 2015, not all of the spaces marked and reserved for persons
6 with disabilities at Nisan had an adjacent access aisle.

7 21. In March 2015, the required "Minimum Fine \$250" signs did not exist
8 at all of the spaces marked and reserved for persons with disabilities.

9 22. In March 2015, the required tow-away signage did not exist at all of the
10 spaces marked and reserved for persons with disabilities.

11 23. In March 2015, Defendants had no policy or procedure in place to
12 maintain their parking spaces so that they remained compliant and useable by
13 persons with disabilities.

14 24. In October 2015, although Nissan offered parking marked and reserved
15 for person with disabilities, Defendants failed to maintain the parking spaces
16 in compliance with the ADAAG.

17 25. In October 2015, not all of the spaces marked and reserved for persons
18 with disabilities at Nisan had an adjacent access aisle.

19 26. In October 2015, the required "Minimum Fine \$250" signs did not
20 exist at all of the spaces marked and reserved for persons with disabilities.

21 27. In October 2015, the required tow-away signage did not exist at all of
22 the spaces marked and reserved for persons with disabilities.

23 28. In October 2015, Defendants had no policy or procedure in place to
24 maintain their parking spaces so that they remained compliant and useable by
25 persons with disabilities.

26 29. In November 2015, although Nissan offered parking marked and
27 reserved for person with disabilities, Defendants failed to maintain the parking
28 spaces in compliance with the ADAAG.

1 30. In November 2015, not all of the spaces marked and reserved for
2 persons with disabilities at Nisan had an adjacent access aisle.

3 31. In November 2015, the required “Minimum Fine \$250” signs did not
4 exist at all of the spaces marked and reserved for persons with disabilities.

5 32. In November 2015, the required tow-away signage did not exist at all of
6 the spaces marked and reserved for persons with disabilities.

7 33. In November 2015, Defendants had no policy or procedure in place to
8 maintain their parking spaces so that they remained compliant and useable by
9 persons with disabilities.

10 34. In December 2015, although Nissan offered parking marked and
11 reserved for person with disabilities, Defendants failed to maintain the parking
12 spaces in compliance with the ADAAG.

13 35. In December 2015, not all of the spaces marked and reserved for
14 persons with disabilities at Nisan had an adjacent access aisle.

15 36. In December 2015, the required “Minimum Fine \$250” signs did not
16 exist at all of the spaces marked and reserved for persons with disabilities.

17 37. In December 2015, the required tow-away signage did not exist at all of
18 the spaces marked and reserved for persons with disabilities.

19 38. In December 2015, Defendants had no policy or procedure in place to
20 maintain their parking spaces so that they remained compliant and useable by
21 persons with disabilities.

22 39. Because the parking was not accessible to disabled persons, Plaintiff
23 was forced to either park in a non-disabled space or leave Nissan altogether.

24 40. Currently, although Nissan offers parking marked and reserved for
25 person with disabilities, Defendants fail to maintain the parking spaces in
26 compliance with the ADAAG.

27 41. Currently, not all of the spaces marked and reserved for persons with
28 disabilities at Nisan have an adjacent access aisle.

1 42. Currently, the required "Minimum Fine \$250" signs do not exist at all
2 of the spaces marked and reserved for persons with disabilities.

3 43. Currently, the required tow-away signage do not exist at all of the spaces
4 marked and reserved for persons with disabilities.

5 44. Currently, Defendants have no policy or procedure in place to maintain
6 their parking spaces so that they remain compliant and useable by persons
7 with disabilities.

8 45. Paths of travel are also one of the facilities, privileges, and advantages
9 offered by Defendants to patrons of Nissan.

10 46. In March 2015, there was no marked accessible path of travel from the
11 parking to the front entrance of Nissan.

12 47. In October 2015, there was no marked accessible path of travel from the
13 parking to the front entrance of Nissan.

14 48. In November 2015, there was no marked accessible path of travel from
15 the parking to the front entrance of Nissan.

16 49. In December 2015, there was no marked accessible path of travel from
17 the parking to the front entrance of Nissan.

18 50. Currently, there is no marked accessible path of travel from the parking
19 to the front entrance of Nissan.

20 51. Additionally, the entrance door is not accessible to persons with
21 disabilities.

22 52. In March 2015, the entrance door at Nissan had traditional panel style
23 hardware that required tight grasping or twisting of the wrist to operate.

24 53. In October 2015, the entrance door at Nissan had traditional panel style
25 hardware that required tight grasping or twisting of the wrist to operate.

26 54. In November 2015, the entrance door at Nissan had traditional panel
27 style hardware that required tight grasping or twisting of the wrist to operate.

28 55. In December 2015, the entrance door at Nissan had traditional panel

1 style hardware that required tight grasping or twisting of the wrist to operate.

2 56. Currently, the entrance door at Nissan has traditional panel style
3 hardware that requires tight grasping or twisting of the wrist to operate.

4 57. Transaction counters are also one of the facilities, privileges, and
5 advantages offered to patrons at Nissan.

6 58. However, in March 2015, the cashier counter at Nissan was more than
7 36 inches in height.

8 59. In March 2015, there was no lowered, 36-inch or lower portion of the
9 cashier counter at Nissan for use by persons with disabilities.

10 60. In March 2015, the counter in the Parts Department at Nissan was more
11 than 36 inches in height.

12 61. In March 2015, there was no lowered, 36-inch or lower portion of the
13 Parts Department counter parts at Nissan for use by persons with disabilities.

14 62. In March 2015, there was no auxiliary Parts Department counter.

15 63. In October 2015, the cashier counter at Nissan was more than 36 inches
16 in height.

17 64. In October 2015, there was no lowered, 36-inch or lower portion of the
18 cashier counter at Nissan for use by persons with disabilities.

19 65. In October 2015, the counter in the Parts Department at Nissan was
20 more than 36 inches in height.

21 66. In October 2015, there was no lowered, 36-inch or lower portion of the
22 Parts Department counter parts at Nissan for use by persons with disabilities.

23 67. In October 2015, there was no auxiliary Parts Department counter.

24 68. In November 2015, the cashier counter at Nissan was more than 36
25 inches in height.

26 69. In November 2015, there was no lowered, 36-inch or lower portion of
27 the cashier counter at Nissan for use by persons with disabilities.

28 70. In November 2015, the counter in the Parts Department at Nissan was

1 more than 36 inches in height.

2 71. In November 2015, there was no lowered, 36-inch or lower portion of
3 the Parts Department counter parts at Nissan for use by persons with
4 disabilities.

5 72. In November 2015, there was no auxiliary Parts Department counter.

6 73. In December 2015, the cashier counter at Nissan was more than 36
7 inches in height.

8 74. In December 2015, there was no lowered, 36-inch or lower portion of
9 the cashier counter at Nissan for use by persons with disabilities.

10 75.

11 76. In December 2015, the counter in the Parts Department at Nissan was
12 more than 36 inches in height.

13 77. In December 2015, there was no lowered, 36-inch or lower portion of
14 the Parts Department counter parts at Nissan for use by persons with
15 disabilities.

16 78. In December 2015, there was no auxiliary Parts Department counter.

17 79. Currently, the cashier counter at Nissan is more than 36 inches in
18 height.

19 80. Currently, there is no lowered, 36-inch or lower portion of the cashier
20 counter at Nissan for use by persons with disabilities.

21 81. Currently, the counter in the Parts Department at Nissan is more than
22 36 inches in height.

23 82. Currently, there is no lowered, 36-inch or lower portion of the Parts
24 Department counter parts at Nissan for use by persons with disabilities.

25 83. Currently, there is no auxiliary Parts Department counter.

26 84. Restrooms are one of the facilities, privileges, and advantages offered
27 by Defendants to patrons of Nissan.

28 85. And although Plaintiff did not personally confront this barrier, Plaintiff

1 alleges that the restrooms at Nissan are inaccessible to persons with
2 disabilities.

3 86. In March 2015, the restroom door hardware was a traditional knob style
4 handle that required tight grasping or twisting of the wrist to operate.

5 87. In March 2015, the restroom mirror was mounted on the wall so that its
6 bottom edge was more than 40 inches above the floor and was not effectively
7 used by wheelchair users.

8 88. In October 2015, the restroom door hardware was a traditional knob
9 style handle that required tight grasping or twisting of the wrist to operate.

10 89. In October 2015, the restroom mirror was mounted on the wall so that
11 its bottom edge was more than 40 inches above the floor and was not
12 effectively used by wheelchair users.

13 90. In November 2015, the restroom door hardware was a traditional knob
14 style handle that required tight grasping or twisting of the wrist to operate.

15 91. In November 2015, the restroom mirror was mounted on the wall so
16 that its bottom edge was more than 40 inches above the floor and was not
17 effectively used by wheelchair users.

18 92. In December 2015, the restroom door hardware was a traditional knob
19 style handle that required tight grasping or twisting of the wrist to operate.

20 93. In December 2015, the restroom mirror was mounted on the wall so
21 that its bottom edge was more than 40 inches above the floor and was not
22 effectively used by wheelchair users.

23 94. Currently, the restroom door hardware is a traditional knob style handle
24 that required tight grasping or twisting of the wrist to operate.

25 95. Currently, the restroom mirror is mounted on the wall so that its bottom
26 edge is more than 40 inches above the floor and is not effectively used by
27 wheelchair users.

28 96. Plaintiff visited Nissan in March 2015.

1 97. Plaintiff visited Nissan in October 2015.

2 98. Plaintiff visited Nissan in November 2015.

3 99. Plaintiff visited Nissan in December 2015.

4 100. Plaintiff personally encountered these violations and they denied
5 him full and equal access.

6 101. Plaintiff would like to return and patronize Nissan but will be
7 deterred from visiting until the defendants cure the violations.

8 102. The violations identified above are easily removed without much
9 difficulty or expense. They are the types of barriers identified by the
10 Department of Justice as presumably readily achievable to remove and, in fact,
11 these barriers are readily achievable to remove. Moreover, there are numerous
12 alternative accommodations that could be made to provide a greater level of
13 access if complete removal were not achievable.

14 103. Additionally, on information and belief, the plaintiff alleges that
15 the failure to remove these barriers was intentional because: (1) these
16 particular barriers are intuitive and obvious; (2) the defendants exercised
17 control and dominion over the conditions at this location and, therefore, the
18 lack of accessible facilities was not an “accident” because, had the defendants
19 intended any other configuration, they had the means and ability to make the
20 change.

21 104. Given the obvious and blatant violation, the plaintiff alleges, on
22 information and belief, that there are other violations and barriers on the site
23 that relate to her disability. Plaintiff will amend the Complaint to provide
24 proper notice regarding the scope of this lawsuit once she conducts a site
25 inspection. However, please be on notice that the plaintiff seeks to have all
26 barriers related to her disability remedied. See *Doran v. 7-11*, 506 F.3d 1191
27 (9th Cir. 2008) (holding that once a plaintiff encounters one barrier at a site,
28 he can sue to have all barriers that relate to her disability removed regardless

1 of whether he personally encountered them).

2 105. Plaintiff is and has been deterred from returning and patronizing
3 the Nissan because of his knowledge of the illegal barriers that exist. Plaintiff
4 will, nonetheless, return to the business to assess ongoing compliance with the
5 ADA and will return to patronize the Nissan as a customer once the barriers
6 are removed.

7
8 **I. FIRST CAUSE OF ACTION: VIOLATION OF THE AMERICANS**
9 **WITH DISABILITIES ACT OF 1990** (On behalf of Plaintiff and against all
10 Defendants.) (42 U.S.C. section 12101, et seq.)

11 106. Plaintiff re-pleads and incorporates by reference, as if fully set
12 forth again herein, the allegations contained in all prior paragraphs of this
13 complaint.

14 107. Under the ADA, it is an act of discrimination to fail to ensure that
15 the privileges, advantages, accommodations, facilities, goods and services of
16 any place of public accommodation is offered on a full and equal basis by
17 anyone who owns, leases, or operates a place of public accommodation. See 42
18 U.S.C. § 12182(a). Discrimination is defined, inter alia, as follows:

- 19 a. A failure to make reasonable modifications in policies, practices,
20 or procedures, when such modifications are necessary to afford
21 goods, services, facilities, privileges, advantages, or
22 accommodations to individuals with disabilities, unless the
23 accommodation would work a fundamental alteration of those
24 services and facilities. 42 U.S.C. § 12182(b)(2)(A)(ii).
- 25 b. A failure to remove architectural barriers where such removal is
26 readily achievable. 42 U.S.C. § 12182(b)(2)(A)(iv). Barriers are
27 defined by reference to the ADAAG, found at 28 C.F.R., Part 36,
28 Appendix "D."

1 c. A failure to make alterations in such a manner that, to the
 2 maximum extent feasible, the altered portions of the facility are
 3 readily accessible to and usable by individuals with disabilities,
 4 including individuals who use wheelchairs or to ensure that, to the
 5 maximum extent feasible, the path of travel to the altered area and
 6 the bathrooms, telephones, and drinking fountains serving the
 7 altered area, are readily accessible to and usable by individuals
 8 with disabilities. 42 U.S.C. § 12183(a)(2).

9 108. Any business that provides parking spaces must provide
 10 accessible parking spaces. 1991 Standards § 4.1.2(5); 2010 Standards § 208.
 11 To qualify as a reserved handicap parking space, the space must be properly
 12 marked and designated. Under the ADA, the method, color of marking, and
 13 length of the parking space are to be addressed by state or local laws or
 14 regulations. See 36 C.F.R., Part 1191, § 502.3.3. Under the California
 15 Building Code, to properly and effectively reserve a parking space for persons
 16 with disabilities, each parking space must be at least 216 inches in length. CBC
 17 § 11B-502.2. The access aisle must extend the full length of the parking spaces
 18 it serves. 2010 Standards § 502.3.2. Under the California Building Code, to
 19 properly and effectively reserve a parking space for persons with disabilities,
 20 each such space must be identified with a reflectorized sign permanently
 21 posted adjacent to and visible from each stall or space. CBC § 1129B.4. The
 22 sign must consist of the International Symbol of Accessibility (♿) in white on a
 23 blue background. *Id.* It cannot be smaller than 70 square inches and must be
 24 mounted so that there is a minimum of 80 inches from the bottom of the sign
 25 to the parking space. *Id.* Signs must be posted so that they cannot be obscured
 26 by a vehicle parking in the space. *Id.* An additional sign or additional language
 27 below the symbol of accessibility must state, “Minimum Fine \$250” to ensure
 28 that the space remains available for persons with disabilities. *Id.* Another sign

1 must be posted in a conspicuous place at the entrance to the parking lot or
2 immediately adjacent to each handicap parking space, with lettering 1 inch in
3 height, that clearly and conspicuously warn that unauthorized vehicles
4 parking in the handicap parking spaces can be towed at the owner's expense.
5 *Id.* Additionally, the surface of the handicap parking stall must have a profile
6 view of a wheelchair occupant (♿) that is 36 inches by 36 inches. *Id.* And the
7 surface of the access aisle must have a blue border. CBC § 1129B.3. The words
8 "NO PARKING" in letters at least a foot high must be painted on the access
9 aisle. *Id.*

10 109. Here, Defendants failed to provide disabled spaces of adequate
11 length.

12 110. Here, Defendants failed to post the required "Minimum Fine
13 \$250" signs, in violation of the ADA.

14 111. Here, Defendants failed to post the required tow-away signage, in
15 violation of the ADA.

16 112. Here, the parking simply failed to comply.

17 113. Each accessible parking stall must have an access aisle adjacent
18 to it. Standard accessible parking stalls can have a 60 inch wide access while
19 van accessible stalls must have a 96 inch wide access aisle. 1991 Standards §
20 4.1.2 (5) (a) & (b) and 2010 Standards § 502.2. The access aisle must extend
21 the full length of the parking spaces it serves. *Id.* at § 502.3.2.

22 114. Here, the failure to have an access aisle is a violation of the ADA.

23 115. Under the ADA, there must be an accessible route within the
24 boundary of the site from the accessible parking to the accessible building
25 entrance they serve. 1991 Standards § 4.3.2(1); 2010 Standards § 206.2. The
26 accessible route shall, to the maximum extent feasible, coincide with the route
27 for the general public. *Id.* The accessible route must be at least 36 inches in
28 width except at doors. 1991 Standards § 4.3.3; 2010 Standards § 403.5.1.

1 116. Here, the failure to provide an accessible path of travel from the
2 handicap parking space to the entrance is a violation of the ADA.

3 117. Door hardware must have a shape that is easy to grasp with one
4 hand and does not require tight grasping, tight pinching, or twisting of the wrist
5 to operate. 1991 Standards § 4.13.9; 2010 Standards § 404.2.7.

6 118. Here the failure to provide such door hardware is a violation of
7 the ADA.

8 119. In areas used for transactions where counters have cash registers
9 and are provided for sales or distribution of goods or services to the public, at
10 least one of each type shall have a portion of the counter which is at least 36
11 inches in length with a maximum height of 36 inches above the floor. 1991
12 Standards § 7.2(1). Under the 2010 Standards, where the approach to the sales
13 or service counter is a parallel approach, such as in this case, there must be a
14 portion of the sales counter that is no higher than 36 inches above the floor and
15 36 inches in width and must extend the same depth as the rest of the sales or
16 service counter top. 2010 Standards § 904.4 & 904.4.1.

17 120. Here, no such accessible cashier counter or a lowered, 36 inch
18 counter has been provided in violation of the ADA.

19 121. In areas used for transactions that may not have a cash register
20 but at which goods or services are sold or distributed, the business must
21 provide either: (1) a portion of the main counter which is a minimum of 36 in
22 inches length shall be provided with a maximum height of 36 inches; or (2) an
23 auxiliary counter with a maximum height of 36 inches in close proximity to the
24 main counter; or (3) some sort of qualifying equivalent facilitation. 1991
25 Standards § 7.2(2). Under the 2010 Standards, where the approach to the sales
26 or service counter is a parallel approach, such as in this case, there must be a
27 portion of the sales counter that is no higher than 36 inches above the floor and
28 36 inches in width and must extend the same depth as the rest of the sales or

1 service counter top. 2010 Standards § 904.4 & 904.4.1.

2 122. Here, no such accessible transaction counter has been provided
3 in violation of the ADA.

4 123. Restroom door hardware must have handles and other operating
5 devices that have a shape that is easy to use with one hand and does not require
6 tight grasping, tight pinching, or twisting of the wrist to operate. 1991
7 Standards § 4.23.2; 4.13.9; 2010 Standards § 404.2.7; 309.4.

8 124. Here, the failure to provide accessible restroom door hardware is
9 a violation of the ADA.

10 125. Mirrors shall be mounted with the bottom edge of the reflecting
11 surface no higher than 40 inches above the finish floor. 1991 Standards §
12 4.19.6; 2010 Standards § 603.3.

13 126. Here, the mirror was mounted higher than the maximum
14 permitted and is a violation of the ADA.

15 127. A public accommodation must maintain in operable working
16 condition those features of its facilities and equipment that are required to be
17 readily accessible to and usable by persons with disabilities. 28 C.F.R. §
18 36.211(a).

19 128. Here, the failure to ensure that the accessible facilities were
20 available and ready to be used by the plaintiff is a violation of the law.

21
22 **II. SECOND CAUSE OF ACTION: VIOLATION OF THE UNRUH CIVIL**
23 **RIGHTS ACT** (On behalf of Plaintiff and against all Defendants.) (Cal. Civ.
24 Code § 51-53.)

25 129. Plaintiff re-pleads and incorporates by reference, as if fully set
26 forth again herein, the allegations contained in all prior paragraphs of this
27 complaint.

28 130. Because the defendants violated the plaintiff's rights under the

1 ADA, they also violated the Unruh Civil Rights Act and are liable for damages.
 2 (Cal. Civ. Code § 51(f), 52(a).)

3 131. Because the violation of the Unruh Civil Rights Act resulted in
 4 difficulty, discomfort or embarrassment for the plaintiff, the defendants are
 5 also each responsible for statutory damages, i.e., a civil penalty. (Cal. Civ. Code
 6 § 55.56(a)-(c).)

7 132. Although the plaintiff was markedly frustrated by facing
 8 discriminatory barriers and this frustration possibly qualifies as an emotional
 9 distress injury, even manifesting itself with minor and fleeting physical
 10 symptoms, the plaintiff does not value this very modest frustration and
 11 physical personal injury greater than the amount of the statutory damages.

12
 13 **PRAYER:**

14 Wherefore, Plaintiff prays that this Court award damages and provide
 15 relief as follows:

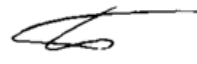
16 1. For injunctive relief, compelling Defendants to comply with the
 17 Americans with Disabilities Act and the Unruh Civil Rights Act. Note: the
 18 plaintiff is not invoking section 55 of the California Civil Code and is not
 19 seeking injunctive relief under the Disabled Persons Act at all.

20 2. Damages under the Unruh Civil Rights Act, which provides for actual
 21 damages and a statutory minimum of \$4,000.

22 3. Reasonable attorney fees, litigation expenses and costs of suit, pursuant
 23 to 42 U.S.C. § 12205; and Cal. Civ. Code §§ 52.

24
 25 Dated: March 31, 2016

CENTER FOR DISABILITY ACCESS

26
 27 By: 
 28 Mark Potter, Esq.
 Attorneys for Plaintiff

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